

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHEN DISTRCT OF ILLINOIS EASTERN DIVISION

PSN ILLINOIS, LLC, an Illinois corporation,) Case No. 07 C 7190
Plaintiff,)) Judge Hibbler
V \$.) Magistrate Judge Valdex
Abcam, Inc.; Abgent, Inc.; Affinity Bioreagents, Inc.; Discoverx Corporation; Exalpha Biologicals, Inc.; GeneTex, Inc.; LifeSpan Biosciences, Inc.; and Novus Biologicals, Inc.))))))
Defendan) ts.)

CONSENT JUDGMENT ORDER AS TO DEFENDANT GENETEX

This action has come before the Court upon the pleadings and proceedings of record, and it has been represented to the Court that the parties, plaintiff PSN Illinois, LLC ("PSN") and defendant GeneTex, Inc. ("GeneTex"), collectively "the Parties," have agreed to a compromise and settlement of this action and have entered into a Confidential Settlement And License Agreement dated February 2008 ("the Settlement Agreement") wherein GeneTex has agreed to the entry of this judgment, including to withdraw its answer and defenses in this matter;

WHEREFORE, with the consent of the Parties, through their undersigned attorneys, and with the approval of this Court, it is hereby finally ORDERED,

ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the parties and the subject matter of this action.

- 2. PSN owns and has standing to sue for infringement of United

 States Patent No. 5,856,443, entitled "Molecular Cloning And Expression of G-Protein

 Coupled Receptors," issued on Jan. 5, 1999, and United States Patent No. 6,518,414B1,

 entitled "Molecular Cloning And Expression of G-Protein Coupled Receptors," issued on

 Feb. 11, 2003 ("PSN's Patents").
 - 3. Each of the claims of PSN's Patents are valid and enforceable.
- 4. PSN's Patents have been infringed by GeneTex through its manufacture, use, sale and/or offer for sale of products and services utilizing Sphingosine 1-Phosphate Receptor 2/ aka Edg 5/ aka PH218 ("S1P2") that fall within the scope of claims of PSN's Patents, including at least the following GeneTex products:
 - i. S1P2 antibody (Catalog # GTX71095)
 - ii. S1P2 antibody (Catalog # GTX70493)
 - iii. S1P2 antibody (Catalog # GTX70495)
 - iv. S1P2 antibody (Catalog # GTX13127)
 - v. S1P2 antibody (Catalog # GTX13128)
 - vi. S1P2 antibody (Catalog # GTX13395)

(the "infringing products").

- 5. No payment for or release of the infringing products which may have been used by any third parties is provided here or in the parties' Settlement Agreement, and PSN is free to pursue its damages claim in this action against such third parties.
- 6. GeneTex agrees to and hereby waives and relinquishes the right to ever contest the validity or enforceability of either of PSN Patents and any of their claims in their present form, whether such assertion of invalidity or unenforceability would be

made in a court proceeding or Patent Office proceeding, and whether or not such assertion is made with respect to the infringing products in this action or with respect to any other products that may be made, used, sold and/or offered for sale by GeneTex in the future.

- 7. All claims and defenses of each of the Parties are hereby dismissed with prejudice.
- 8. The parties shall each bear their own costs and attorney fees incurred in this action, and the Court shall retain jurisdiction to enforce the terms of this Consent Judgment Order and the corresponding Settlement Agreement between the parties concerning this action.

Dated: 2/27 2008

2-14-08

Honogable William J. Hibbler United States District Court Judge

James Wang, Ph.D

President and 600

GENETEX INC.

Michael P. Mazza, LLC

686 Crescent Blvd.

Glen Ellyn, IL 60137

Tel: 630-858-5071

Fax: 630-282-7123

Attorneys for PSN HLLINOIS, LLC